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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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KRAUSS MAFFEI CORPORATION,

Plaintiff,

- against -

HLI LOGISTICS and JRL GROUP,

Defendants.

COMPLAINT

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Plaintiff, through their undersigned attorney, allege as follows for their complaint against defendants upon information and belief:

FIRST CAUSE OF ACTION

1. Plaintiff Krauss Maffei Corporation, is a foreign corporation with its principal place of business at 7095 Industrial Road, Florence, KY 41042-2930.

2. Plaintiff was the consignee of the shipment described herein and brings this action as and for the shippers, and owners of the shipment, and for and on behalf of the subrogated insurer as its interests may appear, their claims all arising from the damage to the shipment.

3. Defendants are believed to be corporations organized under the laws of, and with their principal places of business in, certain of the fifty states other than New York.

4. Defendant, HLI Logistics, hereinafter referred to as HLI, is believed to be a New Jersey corporation with its principal place of business at 1250 Liberty Ave.,

Hillside, NJ 07205. At all material times HLI was engaged in the business of interstate common carriage of cargo for hire, including carriage of shipment to, from and through the State of New York.

5. Defendant JRL Group, hereinafter referred to as JRL, is believed to be a Maryland corporation with its principal place of business at 11 Clarion Ct. Cockeysville, MD, 21030-2653. At all material times JRL was engaged in the business of interstate common carriage of cargo for hire, including carriage of shipments to, from and through the State of New York.

6. This Court has jurisdiction over the subject matter to this action pursuant to 28 U.S.C. § 1337 as this action involves the liability of a motor carrier of goods in interstate commerce and is governed by the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706, and the amount in controversy exceeds \$10,000.00, exclusive of interest and cost.

7. The United States District Court for the Southern District of New York is the proper venue for this action by virtue of the forum selection clause contained in the operative bill of lading, sea waybill, terms and conditions of service, and/or contract of carriage for the shipment at issue. Defendants have consented to the personal jurisdiction of this Honorable Court by virtue of the referenced forum selection clauses.

8. This action involves damage and loss to shipment consisting of various cases, crates and skids of TPO production line which were owned by, or entrusted to plaintiff.

10. In June 2021 defendants contracted to carry the shipments from Baltimore, Md. to Carlisle, Pa.

11. With respect to the subject shipment defendants, HLI and JRL functioned as both a receiving and delivering carrier within the meaning of the Carmack Amendment.

12. During the return trip to Carlisle, Pa the shipment sustained damage while being transported in a truck owned and/or operated by defendants.

13. Said damage and loss was the result of defendants' (a) reckless failure to properly carry, care for and deliver the cargo in suit; (b) fundamental breaches and

material deviations from the terms of the governing carriage contract; and (c) breaches of fiduciary duties owed to the owners of the shipments.

14. The damage to the shipment was not caused by the inherent nature of the goods shipped.

15. The damage and loss to the shipment was not caused by events which would constitute an "Act of God" defense or exception to liability.

16. The damage and loss to the shipment was not caused by events which would constitute an "Act of Public Enemy" defense or exception to liability.

17. The damage and loss to the shipment was not caused by events which would constitute an "Act of Public Authority" defense or exception to liability.

18. The damage and loss to the shipment was not caused by the fault of any shipper or owner of the goods shipped.

19. By reason of the aforesaid, plaintiff, and those on whose behalf they sue, have sustained damages in the amount of \$65,000.00 plus incidental expenses for the inspection, surveying and assessment of the damaged shipments, no part of which has been paid although duly demanded, and for which defendants are jointly and severally liable without limitation of any kind.

20. Plaintiff sues herein on their own behalf and as agents and trustees for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

21. Plaintiff, and those on whose behalf they sue, have performed all conditions precedent required of it under the premises.

SECOND CAUSE OF ACTION

22. Plaintiff repeat and reallege the allegations set forth in paragraphs 1 through 21 of this complaint.

23. Defendants HLI and JRL failed to comply with their obligations under the Carmack Amendment to offer a fair opportunity to declare value for the shipment.

24. In addition defendants failed to comply with their obligations under said statute to offer alternative rates and levels of liability.

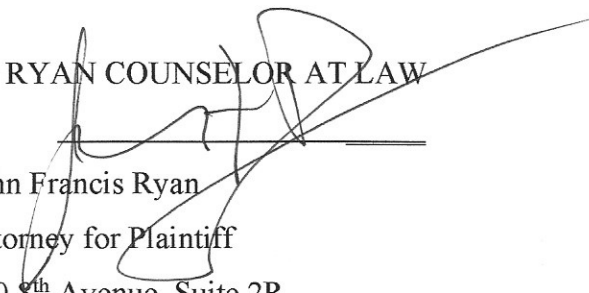
25. As a result of these statutory breaches defendants are liable for the full amount of plaintiff's damages without limitation of any kind.

WHEREFORE, Plaintiff, prays as follows:

- A.** For a judgment in favor of Plaintiff and against Defendants HLI Logistics and JRL Group **for the** amount of Plaintiff's damages; and
- B.** For such other and further relief as the Court deems just and proper under the circumstances, together with costs and disbursements of this action.

Dated: Brooklyn, New York
October 5, 2022

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